Bridge, Structural, and Reinforcing Iron Workers, Local Union 1 of The International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL–CIO *and* Advance Cast Stone Company, Inc. and Brick and Stone Masons Local 20, Lake County Illinois, a/w International Union of Bricklayers and Allied Craftworkers, AFL–CIO. Case 13–CD–610

September 26, 2002

DECISION AND DETERMINATION OF DISPUTE

BY MEMBERS LIEBMAN, COWEN, AND BARTLETT

The charge in this Section 10(k) proceeding was filed on May 8, 2001, by the Employer, Advance Cast Stone Company, Inc., alleging that the Respondent, Iron Workers Local 1, violated Section 8(b)(4)(D) of the National Labor Relations Act by engaging in proscribed activity with an object of forcing the Employer to assign certain work to employees it represents rather than to employees represented by Bricklayers Local 20.[1] The hearing was held on May 29 and 30 before Hearing Officer Lisa Friedheim-Weis.

The Board affirms the hearing officer's rulings, finding them free from prejudicial error.[2] On the entire record, the Board makes the following findings.[3]

I. JURISDICTION

The Employer, a Wisconsin corporation, is engaged in the manufacture of architectural precast concrete at its facility in Random Lake, Wisconsin, and in the installation of precast concrete in Wisconsin and the Chicago, Illinois area. The parties stipulate, and we find, that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that Iron Workers Local 1 and Bricklayers Local 20 are labor organizations within the meaning of Section 2(5) of the Act.

II. THE DISPUTE

A. Background and Facts of Dispute

For many years the Employer was signatory to consent agreements with Bricklayers District Council No. 1 and Iron Workers Local 1 and employed employees represented by each Union to perform the erection and installation of precast concrete slabs at construction sites in the Chicago area. The Employer terminated its agreement with the Iron Workers in 1997 and ceased employing employees represented by the Iron Workers. The Iron Workers did not challenge the Employer's termination of their collective-bargaining agreement. The Employer has maintained its collective-bargaining relationship with the Bricklayers and continues to employ employees represented by that Union.

In late March 2001, the Employer began precast erection work on a five-story office building in Deerfield, Illinois, called the Nine Parkway North project. The Employer assigned the work to its normal crew, which consists of bricklayers, and a crane operator and an oiler who are represented by the Operating Engineers.[4] Shortly after the Employer began work, an Iron Workers steward for the structural steel contractor on the project threatened to picket the site if the Employer did not use iron workers to install the precast concrete. In view of the threats, the general contractor requested that the Employer cease working at site for a short time in order to avoid a shutdown while a critical phase of the construction, concrete pouring, was completed. The Employer complied. The general contractor also strongly urged the Employer's president, Matthew Garni, to resolve the dispute with the Iron Workers. Garni declined to employ iron workers to perform the work. When the Employer's crew of bricklayers returned to the jobsite, the Iron Workers picketed for 3 days, causing all work at the project to stop temporarily. Iron Workers pickets carried signs identifying the Employer as the target of the picketing and stating that the dispute was for "Breach of Contract." The picketing resulted, among other things, in a significant amount of lost time and the Employer's inability to meet its deadline, as well as an increase in con-

[1] Except where specifically indicated, all dates refer to 2001.

[2] Member Liebman did not participate in the decision on the merits.

[3] All of the parties filed posthearing briefs with the Board. On June 29, Arbitrator William Gordinier issued a decision in which he found that the Employer was not signatory to any contract requiring jurisdictional disputes to be decided under the National Plan. Thereafter, on July 10, the Employer filed a motion to reopen the record, seeking to submit Arbitrator William Gordinier's decision and related documents. On July 13, the Bricklayers filed a motion for leave to file supplemental statement, requesting to introduce the same arbitration decision into evidence. On July 25, the Board issued a Notice to Show Cause why the Board should not grant the motions. On August 2, the Iron Workers filed a response to the show cause notice, opposing the motions, and alternatively, requesting leave to file a supplemental statement if the Board granted the motions. We grant the Employer's and Bricklayers' motions and deny the Iron Workers' alternative motion. However, for the reasons stated below, we find that there is no agreed-on alternate method of resolving the dispute, and we therefore find it unnecessary to rely on the arbitrator's decision. With respect to the Ironworkers' alternative motion, we find that any arguments about the arbitration should have been stated in its response to the Notice to Show Cause. Because we do not rely on the arbitrator's decision, a supplemental statement is unnecessary in any event.

[4] The Employer has a core crew of employees on its payroll who are represented by Bricklayers in addition to the oiler and crane operator. The Operating Engineers is not a party to this proceeding.

struction costs overall. The general contractor threatened to charge the increased construction costs that it incurred to the Employer and to "re-evaluate its relationship with [the Employer]." The Iron Workers filed a demand for arbitration over the work, which was resolved after the close of the 10(k) hearing.[5]

The dispute at the Nine North Parkway project is not the first among the parties. In August 1998, at a construction site called the Block 120 project in Chicago, iron workers employed by other subcontractors walked off the job because the Employer did not assign precast erection work to a composite crew that included iron workers as well as bricklayers. After the general contractor threatened to charge late fees, the Employer entered into a project-only agreement with the Iron Workers. The agreement provided that the Employer would use a composite crew of bricklayers and iron workers to erect precast concrete at the site. It did not mention or incorporate the Iron Workers' collective-bargaining agreement.[6]

In August 2000, at the Goodman Theatre project in Chicago, the Iron Workers picketed in an attempt to force the Employer to use iron workers for precast installation. The Employer filed charges with the National Labor Relations Board, but withdrew them after the Iron Workers disclaimed the work. Thereafter, the Iron Workers filed a grievance over the work. Despite the Employer's contention that the Joint Arbitration Board of Associated Steel Erectors of Chicago, Illinois (JAB), which heard the grievance, had no jurisdiction over the Employer, the JAB ruled that the Employer was bound by the Iron Workers Principal Agreement, and that the work must be performed by a composite crew of iron workers and bricklayers. The Employer appealed the decision of the JAB to Federal district court. The matter was still pending before the court at the time this case was pending before the Board.

Further, in January or February 2001, the Iron Workers threatened to picket the University of Chicago dormitory project because the Employer was using only employees represented by Bricklayers to perform precast erection work. Pursuant to the June 2000 Agreement between the Associated Steel Erectors of Chicago, Illinois and the Iron Workers (the Principal Agreement), the Iron Workers submitted the dispute to the Joint Conference Board established by the Standard Agreement between the Construction Employers Association and the Chicago and Cook County Building and Construction Trades Council (JCB), which ruled that the Employer must use a composite crew. The Employer filed an action in Federal district court seeking to vacate the JCB's award. That action, like the one concerning the Goodman Theatre, was still pending at the time this case came before the Board. Notwithstanding the district court action, the Employer complied with the JCB's ruling because of pressure from the general contractor, its largest customer, but indicated by letter dated April 19, 2001, that its compliance was limited to the project.

In spring 2001, the Iron Workers picketed the LaRabida Children's Hospital construction site in Chicago because the Employer had no iron workers on its crew. The picketing caused a temporary shutdown of that project. As a result of the picketing, the Employer contracted out the remaining phase of its work (dismantling a crane) in order to avoid further job actions.

Thus, the record establishes that from 1998 through 2001, the Iron Workers have picketed or threatened to picket five sites, including the Nine North Parkway site, and filed demands for arbitration at three of those sites, with the object of compelling the Employer to use iron workers on its crews performing precast installation work.

B. Work in Dispute

The hearing officer found that this dispute involves the work of assembling and dismantling erection cranes and the erection of precast architectural materials performed by the employees of the Employer at the Nine Parkway North project. The Iron Workers contends that the disputed work involves three tasks: (1) assembling and disassembling erection cranes, which should be awarded to a composite crew of employees represented by Operating Engineers and Iron Workers; (2) unloading, handling, and erecting steel lugs and brackets attached to the structural framing of the building to receive precast panel, which should be awarded solely to employees represented by Iron Workers; and (3) unloading, handling, and erecting architectural precast wall panels, which should be awarded to a composite crew of employees represented by Iron Workers and Bricklayers.[7]

[5] As stated above, Arbitrator Gordinier found that the Employer was not party to the Iron Workers' contract.

[6] The Employer also agreed by letter dated December 8, 1998, on a project-only basis, to use a composite crew of bricklayers and two iron workers at its Cathedral Place project after its equipment at that site was vandalized. There is no evidence that the Iron Workers damaged the equipment, however. Additionally, in December 1998, at a nearby, week-long project called Rush Garage, the Employer voluntarily used the same composite crew of employees that it employed at Cathedral Place to perform the installation of precast concrete. The Employer did not sign a contract with the Iron Workers at either site.

[7] The record contains scant evidence about the crane assembly and dismantling work. It appears that while employees represented by Bricklayers help set up and take down certain cranes, at least some of the crane assembly work is performed by employees represented by the

C. Contentions of the Parties

The Employer and the Bricklayers contend that there is reasonable cause to believe that the Iron Workers violated Section 8(b)(4)(D) of the Act and there is no agreed-on voluntary method of resolution to which all of the parties to this dispute are bound. They contend that the Board must therefore make a determination of the merits of the dispute. Both the Employer and the Bricklayers contend that the disputed work should be awarded to employees represented by the Bricklayers based on the Employer's collective-bargaining agreement with the Bricklayers, its practice of assigning the work to Bricklayers over the years (particularly the 4 years since terminating its agreement with the Iron Workers), the Employer's preference, efficiency and economy, skills and training, and area practice. The Bricklayers further contends that the specter of job loss and prior Board awards involving the Unions favor awarding the disputed work to employees it represents.

The Iron Workers contends that this is a contractual dispute rather than a jurisdictional dispute. It also argues that agreed-upon alternative methods of resolving the matter exist and that the Board should quash the notice of hearing in this proceeding. Specifically, the Iron Workers contends that it and the Bricklayers are affiliated locals of national and international unions that are members of the Building Trades Department (BTD) of the AFL–CIO, and that as such, they are bound to abide by the terms of the constitution of the BTD. The constitution requires that jurisdictional disputes between member unions be resolved under the "National Plan" that was executed by their International Unions in 1954 and renewed in 1962. The National Plan in turn requires that disputes be submitted to local boards such as the JCB. The Iron Workers also contends that the Employer is bound to the Iron Workers Principal Agreement, effective 2000–2003, by virtue of the JAB decision concerning the Goodman Theatre project and the JCB decision concerning the University of Chicago dormitory project, both of which applied the Principal Agreement. The Principal Agreement requires the Employer to resolve disputes in accordance with the provisions of the National Plan.

Alternatively, the Iron Workers contends that portions of the work in dispute should be assigned to employees it represents based on collective-bargaining agreements, the Employer's past practice and assignments, relative skills and training, trade agreements between the Iron Workers and Bricklayers International Unions, area and industry practice, the 2000 and 2001 JAB and JCB awards, and concerns of efficiency, economy, and safety.

D. Applicability of the Statute

Before the Board may proceed with a determination of a dispute under Section 10(k) of the Act, it must be satisfied that there are competing claims for work, that there is reasonable cause to believe that Section 8(b)(4)(D) has been violated, and that the parties have not agreed on a method for the voluntary adjustment of the dispute.

We find that there are competing claims for the work and that there is reasonable cause to believe that a violation of Section 8(b)(4)(D) has occurred. The record establishes that Iron Workers first threatened to picket the Nine North Parkway project with the object of acquiring the disputed work for employees it represents, alone or in composite crews with employees represented by the Bricklayers who were then performing it. As a result of the threat, the general contractor at the site required the Employer to cease working during an important phase of construction. When the Employer resumed work at the site, the Iron Workers picketed for 3 days, causing all work there to stop.

The Iron Workers asserts that it picketed the site, as its pickets signs indicated, because the Employer was in breach of the Principal Agreement applied by the decisions the JAB and JCB. However, the Employer is not signatory to the Principal Agreement or to any other agreement that might reasonably be construed as binding the Employer to it.[8] The Iron Workers' clear objective in picketing the site and demanding arbitration was to obtain the disputed work being performed by employees represented by the Bricklayers.

The Bricklayers did not make an explicit claim for the disputed work; however, the Board has held that performance of work by a group of employees is evidence of a claim for the work by those employees, even in the absence of a declarative claim. *J.P. Patti Co.*, 332 NLRB No. 69, slip op. at 3 fn. 6 (2000), citing *Longshoremen ILWU Local 14 (Sierra Pacific Industries)*, 314 NLRB 834, 836 (1994). Hence, there are competing claims for the work in dispute.

Additionally, we find that there is no agreed-upon voluntary mechanism for resolving this dispute. Thus, the Employer is not a signatory to the Iron Workers' Princi-

Operating Engineers. It does not appear that any party hereto seeks to take away work that is within the jurisdiction of that labor organization.

[8] The Iron Workers argues that the Employer is bound by the Principal Agreement under the JAB's award. We find no merit in that contention. The award fails to state the basis for the JAB's finding that the Employer is bound to the Principal Agreement even though it is not signatory to that agreement or to any other agreement implicating it. See, e.g., *Operating Engineers Local 318 (Kenneth E. Foeste Masonry)*, 322 NLRB 709, 714 (1996) (declining to give weight to arbitrator's decision lacking rationale).

pal Agreement or to any agreement containing such a mechanism. The project-only agreement that the Employer signed with respect to the Block 120 project makes no reference to the Principal Agreement and neither do the Employer's letters consenting to use composite crews at the Cathedral Place and Rush Garage construction sites. The Employer is not a signatory to *any* agreement between the Iron Workers International and the Bricklayers International Unions, and clearly not to an agreement that requires the use of composite bricklayer and iron worker crews for the work in issue or the submission of disputes to the joint boards. Therefore, none of the agreements cited by the Iron Workers are binding on the Employer. *Laborers Massachusetts Council (A. Amorello & Sons)*, 314 NLRB 61, 63 (1994). Moreover, the project-only agreements that the Employer operated under in the face of picketing, threats to picket, or joint board decisions are devoid of reference to mechanisms for the resolution of jurisdictional disputes, and therefore, cannot bind the Employer to JCB or JAB processes. *Bricklayers (W.R. Weis)*, 336 NLRB No. 51, slip op. at 2 (2001).[9]

Because we find that there are competing claims for the work, there is reasonable cause to believe that Section 8(b)(4)(D) has been violated, and there is no agreed-on method to voluntarily resolve the dispute, we find that the dispute is properly before the Board for determination.

E. Merits of the Dispute

Section 10(k) requires the Board to make an affirmative award of disputed work after considering various factors. *NLRB v. Electrical Workers IBEW Local 1212 (Columbia Broadcasting)*, 364 U.S. 573 (1961). The Board has held that its determination in a jurisdictional dispute is an act of judgment based on common sense and experience, reached by balancing the factors involved in a particular case. *Machinists Lodge 1743 (J. A. Jones Construction)*, 135 NLRB 1402 (1962).

The following factors are relevant in making the determination of this dispute.

1. Certifications and collective-bargaining agreements

The parties stipulated that there are no Board orders or certifications determining the collective-bargaining representative of the employees performing the work in dispute. The Employer has been signatory for more than 10 years to consent agreements binding it to the terms of the collective-bargaining agreement between the Northern Illinois Mason Employers Council (NIMEC) and Illinois Bricklayers District Council No. 1, effective from June 1 through May 31, 2004.[10] Article 10.1H of that agreement indicates, in pertinent part, that work covered by the agreement includes:

> [A]ll work assignments in the pre-assembly and complete installation of all exterior and interior artificial and natural masonry products of any size or dimension whether set individually or in pre-assembled panels which may have metal or concrete backing, whether set with cement mortar, high strength adhesives, or secured by bolting or welding to plates set in all types of concrete or attached to steel frame structures, whether set by hand or with any type of mechanical systems…. Pre-assembly work assignments shall include, but not be limited to, the preparations of steel frames or precast concrete back up panels, the drilling of holes, cutting, fitting, and fastening of artificial and natural masonry product units to steel frames or back up precast by bolts, clip anchors, pins, including any welding…. Installation work assignments shall include but not be limited to, unloading, selecting, or shaking out of artificial and natural masonry products for erection, hooking on, signaling, laying out, cutting, fitting, bedding, landing, setting, leveling, plumbing, aligning, anchoring, installation of any steel clips, relief or support angles, as well as the installation of metal grid or strut stone supports (including bolting and/or welding. . . . For those Employers which have historically done performed work as described in this paragraph and have done so with composite crews of bricklayers and other employees, such composite crews may continue to be used in the same manner as previously but all such work shall be under the supervision of a bricklayer.

Thus, with the exception of crane assembly and disassembly, the NIMEC-Bricklayers agreement explicitly encompasses the disputed work.

Although various Iron Workers documents arguably cover work of the type in issue, the Employer terminated its collective-bargaining agreement with Iron Workers, effective May 31, 1997. With the exception of the project-only agreements discussed above, which do not obligate the Employer at any other sites, the Employer is not signatory to or bound by any collective-bargaining agreement with the Iron Workers. Accordingly, this factor favors an award of the disputed work to employees represented by the Bricklayers.

[9] We therefore deny the Iron Workers' motion to quash the notice of hearing.

[10] District 1 includes Bricklayers Local 20.

2. Company preference and past practice

The Employer assigned the precast erection and crane assembling and dismantling work at the site of this dispute to its employees who are represented by the Bricklayers and prefers that they continue to perform this work. With the exception of the construction projects described above, at which the Employer capitulated to pressure brought by the Iron Workers, the Employer has assigned the disputed work to Bricklayers on 30 to 40 projects since 1997. The Employer's preference and 4-year uncoerced past practice support an award of the disputed work to employees represented by the Bricklayers.

3. Area and industry practice

The Employer submitted letters from numerous employers in the Chicago area and elsewhere indicating that they customarily use bricklayers to perform work of the kind disputed here. Similarly, the Iron Workers submitted letters from various employers in the Chicago area and around the United States who stated they used iron workers or composite crews to perform precast erection work. This factor does not favor either group of employees.

4. Relative skills and training

The record establishes that both Unions offer training in blueprint reading, precast panel erection, and related welding courses for the employees they represent. We find that this factor does not favor an award of the work to either group of employees.

5. Economy and efficiency of operations

The Employer and the Bricklayers assert that using Bricklayers to perform the disputed work is more economical and efficient than using a composite crew of iron workers and bricklayers because bricklayers can do the entire job from start to finish. They point out that with a composite crew, bricklayers would be idle while iron workers perform welding tasks, and that iron workers would then be idle while bricklayers actually position and secure the precast panels, even though both sets of employees would be on the clock. See *W.R. Weis*, 336 NLRB No. 51 (2001). The Employer and the Bricklayers also contend that bricklayers are proficient at patching "spalls" and otherwise repairing panels that become damaged during the installation process.[11] They assert that bricklayers are better at dealing with color variances in the precast panels and matching them in the course of installation. The Employer argues that it may have to lay off some of its regular employees (bricklayers) in order to bring iron workers onto its crew. Further, the Employer asserts that insurance, wages, overtime, and show-up time are less costly for bricklayers than for iron workers. [12]

Although the Iron Workers also presented numerous letters from employers who employed Iron Workers that indicated iron workers generally were efficient and economical, it does not dispute the Employer's and the Bricklayers' contentions stated above. Accordingly, we find that this factor favors awarding the disputed work to employees represented by the Bricklayers.

6. Joint Board determinations

As a result of grievance and arbitration proceedings invoked by the Iron Workers, Joint Board decisions issued in 1999 and 2001 directed that precast installation work be performed by composite crews of bricklayers and iron workers.[13] As indicated above, however, the Employer was not a party to an agreement that provided for the submission of disputes to the Joint Boards. Moreover, the Joint Board decisions do not set forth an underlying rationale, and they are expressly limited to the job in issue. Therefore, the Employer is not bound by the decisions, and we find that they are irrelevant.[14] Hence, this factor does not favor an award to either group of employees.

Conclusions

After considering all the relevant factors, we conclude that employees represented by the Bricklayers are entitled to perform the work in dispute. We reach this conclusion relying on the Employer's collective-bargaining agreement with the Bricklayers, Employer preference and past practice, and economy and efficiency of operations. In making this determination, we are awarding the work to employees represented by the Bricklayers, not to that Union or its members.[15]

[11] Spalls are chips or holes in damaged panels.

[12] While the Board has held that wage differentials do not constitute a proper basis for awarding disputed work, other economic considerations such as guaranteed hours (show-up pay) may appropriately be weighed. *Painters Local 91 (Frank M. Burson)*, 265 NLRB 1685, 1687 (1982); *Laborers Local 118 (D.H. Johnson Co.)*, 262 NLRB 1147, 1150 (1982).

[13] The Iron Workers submitted several other Joints Board determinations dating to 1977, which do not involve the Employer and which award precast panel installation to composite crews based on the 1954 and 1962 agreements between the Iron Workers and Bricklayers International Unions.

[14] *Operating Engineers Local 318 (Kenneth E. Foeste)*, 322 NLRB 709, 714 (1996) (no rationale for arbitration decision); *J.P. Patti Co.*, supra, 332 NLRB No. 69 slip op. at 4 (no evidence joint board considered 10(k) factors).

[15] Our award is not intended to take away any crane assembly or dismantling work normally performed by the Operating Engineers pursuant to that Union's collective-bargaining agreement with the Employer. Indeed, Art. 10.1H of the NIMEC-Bricklayers District

Scope of the Award

The Board customarily limits its determinations to the particular controversy that gave rise to the 10(k) proceeding. Here, however, the Employer and the Bricklayers have requested that the Board issue an award that encompasses not only the Nine North Parkway jobsite, but the entire geographic area where the Employer does business and the jurisdictions of the competing unions coincide. We find merit in their request.

Where the evidence indicates that a jurisdictional dispute is likely to recur, the Board will issue an area award. *Iron Workers Local 1 (Fabcon)*, 311 NLRB 87, 92 (1993). The evidence indicates that this dispute is likely to recur.

As we have found, the Iron Workers picketed three jobsites at which the Employer was performing work of the type in dispute here, threatened to picket another jobsite, and filed three grievances or arbitration requests to obtain the work—all within a period of 3 years. The Iron Workers' conduct resulted in delays due to shutdowns, increased work for the Employer to avoid charge backs, and the possibility of a loss of customers. Moreover, a major percentage of the Employer's precast installation business is performed in the Chicago area, and the Iron Workers have previously engaged in similar conduct in the Chicago area with an object of forcing other employers to assign precast erection work to its members. See *Iron Workers Local 1 (Fabcon)*, supra. Given this history of conduct that arguably violates Section 8(b)(4), we find it likely that the Iron Workers will continue to claim the work in dispute and to engage in similar conduct against the employer as a means of obtaining it.

In sum, we find that work of the kind in dispute has been a continuous source of controversy involving the Employer in the Chicago area, that the controversy is likely to recur, and that the Iron Workers has a proclivity to engage in unlawful conduct as a means of obtaining the work. Based on all of the foregoing, we find that a broad award should issue.[16]

DETERMINATION OF DISPUTE

The National Labor Relations Board makes the following Determination of Dispute.

1. Employees of Advance Cast Stone Co., Inc. represented by Brick and Stone Masons Local 20, Lake County Illinois, affiliated with International Union of Bricklayers and Allied Craftworkers, AFL-CIO are entitled to perform the assembling and dismantling of erection cranes and the erection of precast architectural materials within the territorial jurisdiction of Bridge, Structural and Reinforcing Iron Workers Local No. 1 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO.

2. Bridge, Structural, and Reinforcing Iron Workers Local No. 1 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL–CIO is not entitled by means proscribed by Section 8(b)(4)(D) of the Act to force Advance Cast Stone Co., Inc. to assign the dispute work to employees represented by it.

3. Within 10 days from this date, Bridge, Structural, and Reinforcing Iron Workers Local No. 1 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL–CIO shall notify the Regional Director for Region 13 in writing whether it will refrain from forcing the Employer, by means proscribed by Section 8(b)(4)(D), to assign the disputed work in a manner inconsistent with this determination.

Dated, Washington, D.C. September 26, 2002

William B. Cowen, Member

Michael J. Bartlett, Member

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Council No. 1 agreement, quoted above, allows the Employer to continue its historical practice of using bricklayers and operating engineers to assemble and dismantle cranes.

[16] Cf. *Bricklayers (W.R. Weis)*, 336 NLRB No. 51, supra. There, the Iron Workers claimed similar work that the employer had assigned to Bricklayers. The Iron Workers submitted a grievance to the JCB which awarded it the work. The Bricklayers then threatened to picket if the work was reassigned. The Board declined to issue an area award only because the Bricklayers, which represented the employees to whom the work was being awarded and to whom the employer contemplated continuing to assign the work, was the charged party. Id. at slip op. 4.